

STATE OF MAINE
LINCOLN, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO.: CV-2024-

MICHAEL B. INNIS,

Plaintiff,

v.

KIEVE WAVUS EDUCATION, INC., D/B/A
CAMP KIEVE FOR BOYS, AND

WILLIAM C. MCCOOK, JR.

Defendants.

COMPLAINT

NOW COMES Plaintiff Michael Innis, by and through counsel, and alleges as follows:

PARTIES

1. Plaintiff Michael B. Innis is an adult male. His date of birth is April 6, 1958.
2. Plaintiff is a resident of the Town of Harpswell, County of Cumberland, and State of Maine.
3. Defendant Kieve Wavus Education, Inc., (d/b/a “Camp Kieve for Boys”; *hereinafter* “KWE, Inc.”) is a registered nonprofit corporation pursuant to 13-B M.R.S. §§ 102-1406 (2021), with an initial filing date of August 1, 1973.
4. Defendant KWE, Inc.’s registered agent is Samuel S. Kennedy of Lincoln County, State of Maine.
5. Defendant KWE, Inc.’s charter number, as assigned by the Maine Bureau of Corporations, Elections & Commissions is 19730111ND.

6. Defendant KWE, Inc.’s status is presently in “good standing” with the Maine Bureau of Corporations, Elections & Commissions.

7. Beginning in 1973, Defendant KWE, Inc. was, and is, a nonprofit corporation doing business in Maine.

8. Prior to 1973, Defendant KWE, Inc., was privately owned and operated by the family and direct descendants of Camp Kieve’s founder, Donald Kennedy, Sr., as *infra*.

9. At all times relevant to this Complaint, Defendant KWE, Inc. owned and operated “Camp Kieve”—an all-boys summer camp located at 42 Kieve Road in Nobleboro, Maine, on the shores of Damariscotta Lake.

10. Today, Defendant KWE, Inc. operates three primary programs—Camp Kieve for Boys, Wavus Camp for Girls, and the Leadership School—across two campuses in Nobleboro and Jefferson, Maine.

11. Defendant William C. McCook, Jr., (*hereinafter* “McCook”) is an adult male. His date of birth is May 19, 1940.

12. Defendant McCook is a resident of the Town of Damariscotta, County of Lincoln, and State of Maine.

13. Upon information and belief, Defendant McCook attended KWE, Inc. as a camper (1952-1955) before KWE, Inc. employed him as a “Junior Councillor” (1956-1957); “Assistant Councillor” (1958-1959); “Councillor” (1960; 1963-1965); “Counselor” (1968-1970); officer of the “Kieve Counsel” (1975-1976); and “Assistant Director” (1976).

14. Upon information and belief, Defendant McCook was a known serial predator who sexually abused multiple children between the ages of 10 to 14 over a span of decades.

15. Upon information and belief, there were individuals in positions of authority, employed by, and/or affiliated with Defendant KWE, Inc. who knew that Defendant McCook

was a serial child molester, presented a risk to children entrusted to Defendant KWE, Inc.’s care, and yet did nothing to sever Defendant McCook’s relationship with Defendant KWE, Inc. and Defendant McCook’s access to minor campers on the premises.



Defendant William C. McCook, Jr., circa 1974 (Middlesex School Yearbooks).

16. Upon information and belief, direct knowledge of Defendant McCook’s past bad acts and propensity for sexually molesting minor children was personally known to some administrators and staff at Camp Kieve—including and particularly former Director Richard “Dick” Kennedy.

17. Upon information and belief, former Director Dick Kennedy was aware of the risk Defendant McCook posed to children and did nothing to sever Defendant McCook’s ties with the camp and its campers.

18. Upon information and belief, in 1976 Defendant McCook was credibly accused of sexually molesting two minor children who were campers at Camp Kieve, and the incidents of abuse were reported to former Director Kennedy directly.

19. Upon information and belief, not only did former Director Kennedy not summarily fire McCook (as was previously reported in media coverage of a 2023 lawsuit against Defendant McCook), but former Director Kennedy permitted Defendant McCook to finish the 1976 as a paid employee of Defendant KWE, Inc.

20. Upon information and belief, Defendant KWE, Inc. and former Director Kennedy continued to maintain personal relationships with Defendant McCook.

21. Upon information and belief, Defendant KWE, Inc. and former Director Kennedy failed to notify the families of the alleged survivors of McCook's abuse and permitted Defendant McCook to volunteer at Defendant KWE, Inc.'s programming—**including on-premises activities with minor children**—until 2007.

22. Upon information and belief, Defendant McCook—whose residence was located on property directly adjacent to KWE, Inc.'s Nobleboro campus from approximately 1975 to 2017—had relatively unfettered access to Defendant KWE, Inc.'s campus until sometime in 2007 when former Director Henry Kennedy became aware of allegations that Defendant McCook had sexually molested a child on Louds Island in Muscongus Bay sometime in the 1970s.

23. Upon information and belief, former Director Henry Kennedy restricted but did not prohibit Defendant McCook from volunteering in certain capacities on campus. For example, Defendant KWE, Inc. continued to permit Defendant McCook to provide administrative support to leadership, attend alumni and social gatherings, and to be present and have access to Defendant KWE, Inc. premises.

24. Upon information and belief, Defendant McCook has been an ongoing and recent financial donor to KWE, Inc., and was memorialized in passages contained in KWE, Inc.'s 2015 publication *Camp Kieve: Courage, Perseverance & Loyalty / 90th Anniversary*.

25. Upon information and belief, Defendant KWE, Inc. knew and/or reasonably should have known of the serious risk of harm that Defendant McCook posed to minor children on its premises and in the greater community.

26. Upon information and belief, Defendant KWE, Inc. nevertheless turned a blind eye to Defendant McCook's sexual deviancy and crimes and—rather than banning him or reporting him to law enforcement—effectively concealed, enabled, and supported Defendant McCook's serial child molestation over a period of decades dating back to at least the 1960s.

BACKGROUND FACTS RELEVANT TO ALL COUNTS

27. At all times relevant to this Complaint, Defendant KWE, Inc. has operated Camp Kieve on its premises in Nobleboro, Maine.

28. On information and belief, Camp Kieve was founded in 1926 by Donald D. Kennedy of Haverford, Pennsylvania.

29. On information and belief, Donald Kennedy's vision for the Camp was to foster an environment in which male youths, through time spent in the Maine wilderness with adult male counselors, could build character and become a model "Kieve Boy."

30. At all times relevant to this Complaint, and upon information and belief, Defendant KWE, Inc. has operated Camp Kieve as an all-boys summer camp program for campers between the ages of eight and 17.

31. At all times relevant to this Complaint, and upon information and belief, Camp Kieve has been operating on an annual basis for nearly 100 years, since its inception in 1926.

32. At all times relevant to this Complaint, Defendant KWE, Inc.'s operation of Camp Kieve has revolved around hosting a variety of summertime outdoor and athletic activities for campers such as rowing, camping, crafts, wilderness study, and riflery.

33. At all times relevant to this Complaint, Defendant KWE, Inc. has operated Camp Kieve as an overnight “sleep away” camp, at which boys from around the country are sent by their families to Maine to spend several weeks on Defendant’s premises in Nobleboro.

34. At all times relevant to this Complaint, and upon information and belief, Defendant KWE, Inc. has organized its campers into bunkhouses, each of which is led and supervised by an adult counselor(s).

35. At all times relevant to this Complaint, and on information and belief, Defendant KWE, Inc. has habitually and customarily welcomed and hosted visitors and guests to its Camp Kieve premises in Nobleboro, Maine—both during camp sessions and the “off season.”

36. At all times relevant to this Complaint, and on information and belief, Defendant KWE, Inc.’s visitors and guests have included former staff and campers, family members of campers, and personal acquaintances, relatives, and invited guests of KWE, Inc. staff otherwise unaffiliated with KWE, Inc. or its campers.

37. In the summer of 1969, Defendant McCook, then a “Counselor” for Defendant KWE, Inc., invited guests from Rhode Island and Pennsylvania to visit Maine for a vacation that would include outdoor activities, for which Defendant McCook would serve as a guide.

38. At that time there were no organized KWE, Inc. camp programs actively in-session but the Camp Kieve campus remained open and accessible to Defendant KWE, Inc.’s staff and their invited guests.

39. Incident to his employment status as a “Counselor,” and/or due to his position of renown and esteem within KWE, Inc. leadership, Defendant McCook had free access to the KWE, Inc. premises in Nobleboro, as granted to Defendant McCook by Defendant KWE, Inc.

40. Defendant McCook’s invited guests—including Plaintiff (who was, at the time, the 11-year-old relative of Defendant McCook), drove from Rhode Island and Pennsylvania for

the purpose of visiting, *inter alia*, the KWE, Inc. premises for an overnight stay.

41. Upon receiving the invited guests, including Plaintiff, Defendant McCook prepared and served dinner for the guests in a building on the KWE, Inc. premises.

42. After dinner had concluded, Plaintiff indicated that he was tired and ready to go to bed.

43. Defendant McCook's invited guests on the KWE, Inc. premises were assigned to sleep in one or several cabins located on KWE, Inc.'s Nobleboro campus.

44. At Plaintiff's remarks about being tired, Defendant McCook asserted that he should escort Plaintiff back to the cabin to which Plaintiff had been assigned by/with KWE, Inc.'s implied consent.

45. Upon reaching the cabin, Defendant McCook instructed Plaintiff to enter.

46. Once inside, leveraging the authority and position of trust as an employee counselor and officer for Defendant KWE, Inc., Defendant McCook induced, cajoled, groomed, and otherwise directed Plaintiff to have sexual contact, as defined in 17-A M.R.S. § 251(1)(D), with Defendant McCook.

47. Specifically, while Plaintiff's back was turned to Defendant McCook, Defendant McCook gave Plaintiff a back massage and proceeded to engage in both over- and beneath-clothing manual manipulation of Plaintiff's genitals, directly, with Defendant McCook's hands and fingers.

48. During the abuse, Plaintiff recalls being terrified and wishing Defendant McCook would go away. As a result of the sexual contact, as described above, Plaintiff became withdrawn for the remainder of the family trip.

49. Plaintiff experienced prolonged psychological injury as a result of the sexual contact.

COUNT I

PREMISES LIABILITY (Against Defendant KWE, Inc.)

50. Plaintiff realleges and incorporates by reference all allegations set forth in the paragraphs above.

51. A special relationship existed between Defendant KWE, Inc. and Plaintiff incident to which Defendant KWE, Inc. owed Plaintiff—then an invitee under Maine law—a duty to protect Plaintiff.

52. Defendant KWE, Inc. had a duty to exercise reasonable care for the safety of its social invitees. *See Brown v. Delta Tau Delta*, et al, 2015 ME 75, 118 A.3d 789.

53. Inherent in said duty, it was or should have been reasonably foreseeable to Defendant KWE, Inc. that Defendant McCook—through his personal conduct and behavior, Defendant KWE, Inc.’s direct and personal knowledge, and by credible allegations of child sex abuse—might sexually abuse minor children, like Plaintiff, if left unsupervised.

54. Defendant KWE, Inc. had actual and constructive control of its Nobleboro premises.

55. Defendant KWE, Inc. had actual and constructive control of Defendant McCook’s conduct and actions as an employee present on said premises.

56. As a result of Defendant KWE, Inc.’s negligence, as described above, Plaintiff suffered severe and debilitating emotional injury, pain and suffering, physical and emotional trauma, and permanent psychological damage.

57. Defendant KWE, Inc.’s breach was a direct and foreseeable cause of Plaintiff’s damages, including the future costs for counseling, psychological, and psychiatric medical treatment.

COUNT II

FRAUDULENT CONCEALMENT (Against Defendant KWE, Inc.)

58. Plaintiff realleges and incorporates by reference all allegations set forth in the paragraphs above.

59. Defendant KWE, Inc. had actual or constructive knowledge of material facts—including credible allegations of past child sexual abuse of both minor campers and minor non-campers, by Defendant McCook—which triggered a duty to disclose.

60. Upon information and belief, Defendant KWE, Inc. had actual knowledge of Defendant McCook's abusive propensities and history at least as early as the 1960s, before Plaintiff was sexually abused.

61. Given the special relationship between Defendant KWE, Inc. and Plaintiff, Defendant KWE, Inc. owed Plaintiff (and/or his legal guardian(s)) a fiduciary duty to reveal information to prevent abuse or to afterward communicate to offer or suggest assistance for the issues arising from abuse.

62. Defendant failed to disclose any of the hazards of Defendant McCook, generally, that it knew about prior to Plaintiff's injuries.

63. Defendant failed to disclose to anyone outside its inner sanctum any of the hazards of Defendant McCook's employment that it knew about prior to the incident with Plaintiff, including that Defendant McCook was a suspected or known child molester.

64. There existed a servant-master relationship between Defendant McCook and Defendant KWE, Inc. that required Defendant KWE, Inc. to act with reasonable care in its retention of Defendant McCook based upon what it knew or should have known about his unfitness for employment, including a duty to take further action(s) such as investigation, discharge, or reassignment to a position that did not allow him access to minor children once it knew or should have known of Defendant McCook's deviant sexual interest in children.

65. Given Defendant KWE Inc.'s actual knowledge of Defendant McCook's deviant sex abuse of minors predating his abuse of Plaintiff, Defendant KWE, Inc.'s conduct was intentionally and/or recklessly done to prevent discovery of its wrongdoing.

66. Defendant intended to induce all of its alumni, campers, their families, and the community, including Plaintiff, to act by supporting KWE, Inc. programming or to refrain from acting, including avoiding abusive environments and taking steps to protect oneself, in reliance on the non-disclosure.

67. Plaintiff relied upon Defendant KWE, Inc.'s non-disclosure and intentional misrepresentations to his detriment.

68. As a result of Defendant KWE, Inc.'s conduct as described above, Plaintiff suffered physical and severe emotional injury and damages.

69. Defendant KWE Inc.'s fraudulent concealment was a direct and foreseeable cause of Plaintiff's damages, as alleged above.

COUNT III

BREACH OF FIDUCIARY DUTY (Against Defendant KWE, Inc.)

70. Plaintiff realleges and incorporates by reference all allegations set forth in the paragraphs above.

71. A special relationship existed between Defendant KWE, Inc. and Plaintiff incident to which Defendant KWE, Inc. owed a fiduciary duty to Plaintiff to protect Plaintiff from known and/or reasonably foreseeable harm and/or to warn Plaintiff of the danger of child grooming and sex abuse and remediation policies and procedures related thereto while Plaintiff was lawfully present on Defendant KWE, Inc.'s premises.

72. All children attending and/or visiting summer camps have a special relationship with the employees, officers, and leaders of the camp because of the disparity of power, control, and authority; reliance upon the guidance of adult counselors and staff to furnish necessary food, shelter, medical aid, and supervision while visiting an unknown environment; and complete reliance upon the trust relationship with said adult counselors and staff to protect and care for the wellbeing of the children *in loco parentis*.

73. Defendant KWE, Inc.'s and Plaintiff's special relationship arose out of the actual placing of trust and confidence in fact by Plaintiff in Defendant KWE, Inc. and Defendant's agents.

74. Plaintiff's placement of trust and confidence in Defendant KWE, Inc. and Defendant's agents was reasonable in that Plaintiff was a minor child at the time he entrusted himself to Defendant KWE, Inc.

75. Characteristic of Defendant KWE, Inc.'s and Plaintiff's special relationship was a great disparity of position and influence between Defendant KWE, Inc. and Defendant's agents and Plaintiff.

76. Defendant KWE, Inc.'s and Plaintiff's special relationship was, incident to Plaintiff's status as a minor child and invited guest, distinct from Defendant's general relationships with members of the surrounding community not specifically enlisted or granted access to non-common areas of Defendant KWE, Inc.'s premises.

77. Given the presence of this special relationship between Plaintiff and Defendant KWE, Inc. and/or its agents, Defendant KWE, Inc. breached its fiduciary duty to Plaintiff when it failed to protect Plaintiff from known and/or reasonably foreseeable harm and/or to warn Plaintiff of the danger of child grooming and sex abuse and remediation policies and procedures related thereto.

78. As a result of Defendant KWE, Inc.'s breach of its fiduciary duty, as described above, Plaintiff suffered severe and debilitating emotional injury, pain and suffering, physical and emotional trauma, and permanent psychological damage.

79. Defendant KWE, Inc.'s breach of its fiduciary duty was a direct and foreseeable cause of Plaintiff's damages, including the future costs for counseling, psychological, and psychiatric medical treatment.

COUNT IV

NEGLIGENT FAILURE TO WARN, TRAIN, OR EDUCATE (Against Defendant KWE, Inc.)

80. Plaintiff realleges and incorporates by reference all allegations set forth in the paragraphs above.

81. Defendant KWE, Inc. knew or reasonably should have known of the risk to minor campers, guests, and/or visitors of childhood sex abuse perpetrated by counselors and/or staff based on actual notice of the rampant childhood sex abuse problem plaguing youth organizations—like the Boy Scouts of America—which were publicly known since at least 1933.

82. Over the decades, Defendant KWE, Inc.'s actual notice of the risk of childhood sex abuse to minors lawfully on its premises would have been enhanced by widely publicized events such as the 1949 "How Safe is Your Daughter" study by then-Director of the Federal Bureau of Investigation, J. Edgar Hoover, and implementation of the Boy Scouts of America's publicly-known procedures for identifying and disqualifying perpetrators of childhood sex abuse from serving in its ranks.

83. Upon information and belief, Defendant KWE, Inc. and/or its agents had actual knowledge of prior incidents of sexual abuse perpetrated by Defendant McCook as against other minor campers, guests, and/or visitors.

84. Incident to Defendant KWE, Inc.'s employment and entrustment of powers and responsibilities to Defendant McCook, Defendant KWE, Inc. cloaked Defendant McCook with the authority and ability to access Defendant KWE, Inc.'s premises—including non-common areas in which children entrusted to its care were known to sleep, bathe, and use private restroom facilities.

85. Since at least 1933, Defendant KWE, Inc. knew or reasonably should have known of the risk of childhood sex abuse perpetrated by counselors and/or staff based on, at a minimum, constructive notice of the problem of rampant childhood sex abuse in youth organizations.

86. Based on the foregoing, Defendant KWE, Inc. had both actual and constructive knowledge of an unmitigated childhood sex abuse crisis in youth organizations like Camp Kieve and knew or reasonably should have known of the specific risk posed by Defendant McCook based on his past bad acts.

87. Despite its knowledge, Defendant KWE, Inc. failed to take any reasonable action to warn minor campers, guests, and/or visitors and/or their families of the known incidences, risks, and concerns of a growing number of sex abuse allegations against counselors and youth program staffers and/or, more directly, Defendant McCook.

88. Despite its knowledge, Defendant KWE, Inc. unreasonably concealed information about the hazards of childhood sexual abuse perpetrated by counselors, officers, employees and agents by keeping information secret from minor campers, visitors, and/or guests, their families, and the public, while at the same time promising to minor campers, visitors, and/or guests and their families the benefits of attending and/or visiting Camp Kieve.

89. Beginning in 1933, if Defendant KWE, Inc. had warned minor campers, visitors, and/or guests and/or their families about the known incidences, risks, and concerns of childhood sex abuse by counselors and youth organization staffers—and later the same of Defendant

McCook—it most likely would have prevented incidences of abuse perpetrated by its counselors, employees, and agents, including Defendant McCook.

90. Beginning in 1933, if Defendant KWE, Inc. had developed, implemented, and enforced reasonable sexual abuse prevention policies and premises risk remediation practices to respond to known incidences, risks, and concerns of a growing number of sex abuse cases by counselors and youth organization staffers, it most likely would have prevented incidences of abuse perpetrated by its counselors, employees, and agents, including Defendant McCook.

91. As such, Defendant KWE, Inc. breached its duty to take reasonable protective measures to protect minor campers, visitors, and/or guests from the known risk of childhood sex abuse.

92. Plaintiff experienced injury as a direct and foreseeable result of Defendant KWE, Inc.'s negligent failure to warn, train, and educate minor campers, visitors, and/or guests and their families about how to identify and avoid such a risk, as described above.

93. Defendant KWE, Inc.'s negligent failure to warn, train, and educate was a direct and foreseeable cause of Plaintiff's damages, as alleged above.

COUNT V

NEGLIGENT SUPERVISION (Against Defendant KWE, Inc.)

94. Plaintiff realleges and incorporates by reference all allegations set forth in the paragraphs above.

95. A special relationship existed between Plaintiff and Defendant KWE, Inc.

96. This special relationship arose because of, among other things, the disparity of position and influence between the parties and because of Defendant KWE, Inc.'s custodial relationship over Plaintiff, as part of which Defendant KWE, Inc. exercised *in loco parentis*

supervision, control, and authority over Plaintiff by and through its agents, including Defendant McCook.

97. That special relationship created a duty on the part of Defendant KWE, Inc. to ensure that the children taking part in Camp Kieve programs and/or visiting premises of Defendant KWE, Inc. as lawfully present visitors and/or guests, including Plaintiff, were safe from unreasonable risks of harm posed by third persons.

98. Prior to Defendant McCook's sexual abuse of Plaintiff, Defendant KWE, Inc. knew or should have known that Defendant McCook had pursued inappropriate relationships with minor campers at Camp Kieve, on Defendant KWE, Inc.'s premises.

99. Despite this knowledge, Defendant KWE, Inc. exposed Plaintiff to an unreasonable risk of harm when it failed to properly monitor Defendant McCook's relationships and allowed Defendant McCook's pursuit of inappropriate relationships to continue.

100. Defendant KWE, Inc. breached its duty to Plaintiff and was negligent. Its negligence included, but was not limited to, allowing Plaintiff to be exposed to the unreasonable risk of harm posed by Defendant McCook's relationship with Plaintiff, failing to warn Plaintiff and his parents of the dangers posed by Defendant McCook's relationship with minor visitors and/or guests on KWE, Inc. premises—including Plaintiff—and by failing to implement reasonable child abuse and grooming prevention policies.

101. This special relationship arose because of, *inter alia*, the disparity of position and influence between the parties and because of Defendant KWE, Inc.'s custodial relationship over Plaintiff, as part of which Defendant KWE, Inc. exercised *in loco parentis* supervision, control, and authority over Plaintiff by and through its agents, including Defendant McCook.

102. That special relationship created a duty on the part of Defendant KWE, Inc. to supervise its agent, Defendant McCook, in the manner that an ordinary, careful employer would

supervise an employee to avoid harm occurring to third persons.

103. Defendant KWE, Inc. had actual or constructive knowledge of the inappropriate and abusive relationships between Defendant McCook and minor children on Defendant KWE, Inc.'s premises.

104. Defendant KWE, Inc. nonetheless retained Defendant McCook and failed to take reasonable measures warranted by its actual or constructive knowledge of these inappropriate relationships.

105. Defendant KWE, Inc. knew or should have known that it could control Defendant McCook as one of its agents, and knew or should have known of the necessity and opportunity for exercising such control.

106. Defendant McCook engaged in predatory sexual grooming on Defendant KWE, Inc.'s premises at Camp Kieve, directly precipitating sexual contact with Plaintiff.

107. Defendant McCook used his position of authority in Defendant KWE, Inc.'s organization to engage in predatory sexual grooming and sexual contact with minor children, including Plaintiff.

108. If Defendant KWE, Inc. had properly supervised its counselors, staff, and agents, including Defendant McCook, Plaintiff would not have been harmed, as described above.

109. Defendant KWE, Inc.'s negligent supervision was a direct and foreseeable cause of Plaintiff's damages, as alleged above.

COUNT VI

SEXUAL ASSAULT/RESPONDEAT SUPERIOR (Against Defendant KWE, Inc.)

110. Plaintiff realleges and incorporates by reference all allegations set forth in the paragraphs above.

111. Defendant McCook engaged in unlawful sexual contact with Plaintiff while Plaintiff was a minor visitor and/or guest under custody of Defendant KWE, Inc. These actions constituted tortious sexual assault, sexual abuse, and/or assault and battery.

112. The tortious conduct alleged above occurred while Defendant McCook was acting with the actual or apparent authority of Defendant KWE, Inc. in his role as Counselor.

113. This sexual abuse resulted from Defendant McCook's performance of his authorized agency duties on behalf of Defendant—including interacting with minor campers and invited guests—which he was selected or accepted to perform.

114. The sexual abuse occurred substantially in the course of McCook's authorized interactions with Plaintiff as a Camp Kieve officer and counselor, including grooming and solicitation of Plaintiff while present on Defendant's premises.

115. Defendant McCook was aided in having sexual contact with Plaintiff by the existence of his agency relationship with Defendant KWE, Inc.

116. Defendant McCook had contact and communication with Plaintiff on and/or purportedly on behalf of his employer, Defendant KWE, Inc., as Defendant KWE, Inc.

117. Defendant McCook's contact, communication, and subsequent bad acts against Plaintiff were all undertaken with apparent authority incident to Defendant McCook's principal-agent relationship with Defendant KWE, Inc. in which Defendant McCook was cloaked in apparent authority to act on behalf of Defendant KWE, Inc. in having contact and communication with Plaintiff.

118. Defendant McCook's apparent authority enabled Defendant McCook the opportunity, access, and ability to commit his bad acts, as well as his ability to conceal their commission to the extent Defendant KWE, Inc. was unaware of specific bad acts at the time they were perpetrated.

119. Defendant McCook's use of his title and presence as a known counselor and Camp Kieve officer, access to Plaintiff, and presence on Defendant KWE, Inc.'s premises on the day he groomed and lured Plaintiff to the bunkhouse were incident to and intended by Defendant McCook to serve a purpose of Defendant KWE, Inc.—namely, the promotion and reinforcement of Camp Kieve programming, regular business in the supervision of minor campers, visitors, and/or guests, and/or guidance by a counselor to a minor camper(s), visitor(s) and/or guest(s).

120. Defendant McCook's abuse of his title and presence as a known counselor and Camp Kieve officer, access to Plaintiff, and presence on Defendant KWE, Inc.'s premises on the day he groomed and lured Plaintiff to the bunkhouse were carried out under the apparent authority of Defendant KWE, Inc.

121. It was or should reasonably have been foreseeable to Defendant KWE, Inc. that Defendant McCook's apparent authority to use of his title and presence as a known counselor and Camp Kieve officer, access to Plaintiff, and presence on Defendant KWE, Inc.'s premises on the day he groomed and lured Plaintiff to the bunkhouse, under the apparent authority of Defendant KWE, Inc., could be misused and/or abused by Defendant McCook.

122. Facts which demonstrate with specific particularity that Defendant McCook was acting, as Defendant KWE, Inc.'s agent, under the apparent authority thereof, and in the course of duties and/or privileges of his office intended to serve Defendant KWE, Inc. include: Defendant's control over the content, scheduling, manner, and means by which McCook conducted his work as a counselor and officer of Camp Kieve; McCook's engagement in the distinct occupation of serving Defendant as an officer and counselor of Camp Kieve; that McCook's work duties were done customarily under Defendant's direction, with supervision by the Kieve Counsel, of which McCook was made a member; that Defendant supplied all of the tools, instrumentalities, materials, funding, means, and premises required for McCook's work;

McCook's tenure as an agent and employee of Defendant; that, on information and belief, McCook was paid regularly by Defendant for his work, and not on a contract basis; that McCook's work was part of Defendant's regular business; that, on information and belief, both McCook and Defendant believed that they were in an employment relationship with one another, and so held their relationship out to the public; Defendant's control over the general message and content of McCook's experiential, educational, and authoritative message, counsel, and guidance; McCook's ability to freely access all Kieve property and buildings during off-season times, and that Defendant operates as a business.

123. As a result of Defendant McCook's sexual abuse; molestation; and breach of authority and trust in his position as an camp officer, counselor, and authority figure on behalf of Defendant KWE, Inc., to Plaintiff, Plaintiff has suffered severe and debilitating emotional injury, pain and suffering, physical and emotional trauma, and permanent psychological damage.

124. As an additional result and consequence of Defendant McCook's sexual abuse; molestation; and breach of authority and trust in his position as counselor and authority figure on behalf of Defendant KWE, Inc., to Plaintiff, Plaintiff has incurred and/or will incur in the future costs for counseling, psychological, and psychiatric medical treatment.

125. In sexually abusing and molesting Plaintiff, Defendant McCook acted with actual or implied malice toward Plaintiff.

126. Defendant KWE, Inc. is liable for the bad acts of its agent which were a direct and foreseeable cause of Plaintiff's damages, as alleged above.

COUNT VII

SEXUAL ASSAULT (Against Defendant McCook)

127. Plaintiff realleges and incorporates by reference all allegations set forth in the paragraphs above.

128. Defendant McCook engaged in unlawful sexual contact with Plaintiff while Plaintiff was a minor. These actions constituted tortious sexual assault, sexual abuse, and/or assault and battery.

129. As a result of Defendant McCook's sexual abuse and molestation, Plaintiff has suffered severe and debilitating emotional injury, pain and suffering, physical and emotional trauma, and permanent psychological damage.

130. As an additional result and consequence of Defendant McCook's sexual abuse; molestation; and breach of authority and trust in his position as counselor and authority figure on behalf of Defendant KWE, Inc., to Plaintiff, Plaintiff has incurred and/or will incur in the future costs for counseling, psychological, and psychiatric medical treatment.

131. In sexually abusing and molesting Plaintiff, Defendant McCook acted with actual or implied malice toward Plaintiff.

132. Defendant McCook is liable for his bad acts which were a direct and foreseeable cause of Plaintiff's damages, as alleged above.

COUNT VIII

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (Against Defendants KWE, Inc. & McCook)

133. Plaintiff repeats and realleges the statements contained above as if set forth fully herein.

134. By virtue of his custodial relationship with Plaintiff, Defendants KWE, Inc., and McCook each had a duty of care to Plaintiff under what Maine law deems a "special relationship" for persons to not cause severe emotional distress.

135. As a result of Defendants' respective actions, as alleged above, Plaintiff suffered severe emotional distress.

136. The emotional distress suffered by Plaintiff was so severe that no reasonable person could be expected to endure it.

COUNT IX

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (Against Defendants KWE, Inc. & McCook)

137. Plaintiff realleges and incorporates by reference all allegations set forth in the paragraphs above.

138. Defendants intentionally or recklessly inflicted severe emotional distress upon Plaintiff through the conduct alleged above.

139. Defendants' conduct as alleged above was certain or substantially certain to result in severe emotional distress upon Plaintiff.

140. The conduct of Defendants as alleged above was intentionally or recklessly done, was outrageous and extreme in that it exceeded all possible bounds of decency and is conduct that a reasonable person would regard as atrocious and utterly intolerable in both the context of a youth organization and, generally, in a civilized community.

141. As a result of Defendants' conduct as described above, Plaintiff suffered emotional distress so severe that no reasonable person could be expected to endure it.

142. Defendants' intentional infliction of emotional distress was a direct and foreseeable cause of Plaintiff's damages, as alleged above.

COUNT X

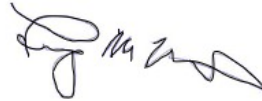
PUNITIVE DAMAGES (Against Defendants KWE, Inc. & McCook)

143. Plaintiff realleges and incorporates by reference all paragraphs above.

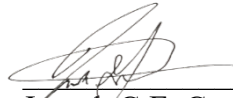
144. In the actions and omissions as set forth above, Defendants acted with actual or implied malice.

WHEREFORE, as a result of the above-described contact, Plaintiff has suffered, and continues to suffer emotional distress, physical manifestations thereof, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; and has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling. Plaintiff demands judgment against Defendants for compensatory damages, punitive damages, interest, costs, and such other and further relief as the Court deems just and equitable.

Dated: February 16, 2024



Timothy M. Kenlan, Esq.
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